

Doc. # 5437
ADOPTED 9/26/91

LICENSE AGREEMENT

BY AND BETWEEN

THE BOSTON REDEVELOPMENT AUTHORITY

AND

THE WILLEY CREEK COMPANY, INC.

This License Agreement (hereinafter referred to as "License") is made on the ____ day of _____, 1991, between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter referred to as "Licensor"), a public body and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, with a mailing address at One City Hall Square, Boston, Massachusetts, 02201, and the WILLEY CREEK COMPANY., INC. (hereinafter referred to as "Licensee"), a New Hampshire corporation with a mailing address at Watson Brook Road, P.O. Box 1070, Exeter, New Hampshire 03833.

WHEREAS, the Licensee is sponsoring a one day outdoor event for its corporate clients and has requested licensing a portion of Pier 4 for this event; and

WHEREAS, on September 26, 1991, the Boston Redevelopment Authority approved the granting of a temporary license to the Licensee for the purposes of hosting a reception on Pier 4.

NOW, THEREFORE, for no consideration, the parties hereto do mutually agree as follows:

1. The License Area shall be limited to the area on Pier 4 in the Charlestown Navy Yard, as defined in the map attached hereto and incorporated as Exhibit A.

2. The License shall be used exclusively for the Licensee's reception, an event where for no fee, there will be catered food, liquor and entertainment.

3. Licensee acknowledges that this is a temporary License and its occupancy of the License Area is for a limited use, as defined in paragraph 2 herein, and for a one day period. No obligations, direct or indirect, shall be construed beyond this temporary license.

4. The term of this License is for a one-day period and shall be effective October 13, 1991 between 6:00 PM and 11:00 PM which is the scheduled date of the event.

5. The Licensee shall pay all charges for taxes, permits and insurance in conjunction with its use of the License Area.

6. The Licensee shall indemnify and save harmless the

Licensors from all suits, actions, claims, demands or losses, expenses, and costs of every kind and description to which the Licensors may be subjected or put by reason of injury, including death, to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the License Area. At the request of the Licensors, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

7. The Licensee shall carry for the term of the License personal injury and comprehensive public liability insurance in the name of the Licensee, with the Licensors named as an additional insured to protect the Licensee and the Licensors from any liability which might be incurred against them as a result of any operations of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the License Area. Such insurance shall provide for a limit of One Million Dollars (\$1,000,000) for all damages arising from bodily injury or death; and One Million Dollars (\$1,000,000) for all damages arising out of any injury to or destruction of property; and a total aggregate limit of Five Million Dollars (\$5,000,000) for all damages arising out of injury to or destruction of property during the policy period.

8. The Licensee shall furnish all certificates of insurance to the Licensors as a condition of the granting of this License. Such certificates of insurance shall provide evidence of satisfaction of the terms and conditions set forth in paragraph 7 of this License.

9. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensors' written permission. Upon the termination of this License, by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensors, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensors' option, become the property of the Licensors. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

10. The Licensee shall ensure that no accumulation of litter, trash, debris or other disposable materials will remain on the premises upon the expiration of the License. The Licensee shall leave the License Area in a clean condition.

11. The Licensee shall neither make any change in nor erect nor place any building, structure, or sign (except no trespassing signs) upon the License Area unless the consent of the Authority

thereto has first been obtained in writing and shall repair any damage resulting from installation of tent structure and related installation.

12. The Licensee shall have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

13. This License may not be assigned, transferred, mortgaged, or encumbered in any way without the specific written permission of the Licensor.

14. Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. Licensee shall not commit or suffer waste or impairment of the License Area property.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals below as of the date first written above.

WITNESS:

LICENSOR: BOSTON REDEVELOPMENT
AUTHORITY

By: _____
Stephen Coyle, Director

LICENSEE: WILLEY CREEK COMPANY,
INC.

By: _____
Carol F. Carbonaro

APPROVED AS TO FORM:

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

09-04-91

PRODUCER

Richardson - G & A, Inc.
P O Box 1831
Exeter, NH 03833

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** New Hampshire Insurance CO.
COMPANY LETTER **B** United States Fire Ins.
COMPANY LETTER **C**
COMPANY LETTER **D**
COMPANY LETTER **E**

INSURED

Willey Creek Co., Inc.
P O Box 1070
Exeter, NH 03833

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
A X	COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR. OWNER'S & CONTRACTOR'S PROT.	CPO 993-28-58	04-15-91	04-15-92	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				
	ANY AUTO				COMBINED SINGLE LIMIT \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE \$
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				
B X	UMBRELLA FORM OTHER THAN UMBRELLA FORM	523 573422 3	04-15-91	04-15-92	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 4,000,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Certificate Holder is named as additional insured for use of Pier 4 in the Charlestown Navy Shipyard for Lobster Party on October 15, 1991

CERTIFICATE HOLDER

Boston Redevelopment Authority
33 Third Avenue
Billings Bldg.
The Navy Yard
Charlestown, MA 02129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE

Roberta M. Amers

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL BARRETT, ASSISTANT DIRECTOR
ROBERT RUSH, DEPUTY DIRECTOR
WM. ARTHUR REILLY, PROJECT DIRECTOR
HARBOR PLANNING AND DEVELOPMENT

SUBJECT: PIER 4 LICENSE FOR THE WILLEY CREEK COMPANY, INC. TO
OCCUPY A PORTION OF PIER 4 FOR A CORPORATE FUNCTION
ON OCTOBER 15, 1991.

EXECUTIVE

SUMMARY: MEMORANDUM REQUESTING AUTHORIZATION TO EXECUTE A
ONE-DAY LICENSE AGREEMENT WITH THE WILLEY CREEK
COMPANY, INC. ALLOWING THE COMPANY THE USE OF A
PORTION OF PIER 4 TO SPONSOR A CLAM BAKE AND
ENTERTAINMENT FOR APPROXIMATELY 100-150 GUESTS
BETWEEN THE HOURS OF 6:30 P.M. - 10:30 P.M.

The Willey Creek Company, Inc. a division of Shafmoster Companies of Exeter, New Hampshire, specializes in developing Shopping Centers ranging in size from 10,000 to 330,000 square feet for manufacturer's outlet stores.

The Company wishes to organized a corporate function for approximately 200 clients from around the country to be held in conjunction with Value Retail News Convention at the Hynes Convention Center.

The event will require two 80 foot lobster boats docking at Pier 4 and the building of a canopy tent on Pier 4. The boats will be equipped to perform the required cooking and the food will be served with cocktails under the tents. Old Town Trolley will bring the guests from the Hynes Convention Center and return at approximately 11:00 p.m.

The Company will obtain the necessary permits, insurance and police detail. As the Courageous Sailing Program will have ended for the summer, the event will not displace any activities and the Company is donating \$1,500 dollars to the Courageous Sailing Program.

An appropriate vote is attached:

VOTED: That the Director be and hereby is authorized to execute a one-day license agreement with the Willey Creek Company, Inc. allowing them to use a portion of Pier 4 at the Charlestown Navy Yard on October 15, 1991 between the hours of 6:00 p.m. to 11:00 p.m. Said Agreement is to be in the Authority's usual form, with the Authority named as additionally insured on the Certificate of Insurance and providing that the City of Boston Licensing Board issues all necessary licenses and/or permits prior to October 15, 1991.

